

LEASE AGREEMENT

BETWEEN

JOSEPH E. GODBOUT and JEANNE L. GODBOUT and

ROBERT A. MEDBERY and VIRGINIA S. MEDBERY

MONTGOMERY COUNTY, MARYLAND

DATED: 6/7/07

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LEASE AGREEMENT

THIS AGREEMENT, entered into this 7th day of June, 2006 by and between the JOSEPH E. GODBOUT and JEANNE E. GODBOUT and ROBERT A. MEDBERY and VIRGINIA S. MEDBERY, (collectively the "Landlord") and MONTGOMERY COUNTY, MARYLAND, (the "County"), (the Landlord and the County together the "Parties")

WITNESSETH:

In consideration of the payment of rent by the County to the Landlord reserved, and the covenants and agreements set out in this Lease, the Parties mutually agree as follows:

1. THE LEASED PREMISES: Landlord does hereby lease and demise unto the County and the County hereby leases from the Landlord the Leased Premises described as 3,100 square feet of space on the first floor and basement of the building, located at 8413 Ramsey Avenue, Silver Spring, Maryland 20910, as outlined in red on "Exhibit A1 & A2" (the Leased Premises) attached and made a part of this Lease.

2. TERM: The term of this Lease shall be three (3) years, zero (0) months, commencing on the date the Landlord delivers possession of the Leased Premises to the County.

3. RENT: The County shall pay or cause to be paid to the Landlord the annual and monthly amounts listed in the following schedule:

	<u>Annual</u>	<u>Monthly</u>
Year 1	\$89,900.00	\$7,492.00
Year 2	\$92,597.00	\$7,716.42
Year 3	\$95,374.91	\$7,947.91

4. All payments are to be made in advance of the first day of each month, during each lease year, and shall be payable to JOSEPH E. GODBOUT and JEANNE E. GODBOUT and ROBERT A. MEDBERY and VIRGINIA S. MEDBERY, 8413 Ramsey Avenue, Silver Spring, Maryland 20910.

5. REAL ESTATE TAXES:

- A. The County agrees to pay to Landlord 65% of the real estate taxes which are levied or imposed by lawful taxing authorities against the land and improvements comprising the Leased Premises each year of the Lease Term ("Real Estate Taxes").
- B. Real Estate Taxes shall be deemed to mean all taxes, rates and assessments, general and specific, levied or imposed with respect to the land and, improvements comprising the Leased Premises, including all taxes, rates, and assessments, general and specific, levied or imposed for schools, public betterment, general or local improvements and operations, and taxes imposed in connection with any special taxing district.
- C. Landlord shall forward to the County an annual statement setting forth the amount of Real Estate Taxes (as hereinbefore defined) levied or imposed against the land and improvements which comprise the Leased Premises within Ten (10) days of Landlord's receipt of the Real Estate tax billings. Landlord's annual statement to the County shall contain copies of Real Estate tax billings. The County shall pay to the Landlord, upon receipt of Landlord's statement, 65% of the total amount Real Estate taxes. The County shall not be responsible for any late charges imposed against Landlord by taxing authorities.

6. CONSTRUCTION: The Leased Premises are accepted "as configured". The County at the County's sole cost and expense, shall perform interior tenant improvements in accordance with the interior plan and Tenant Improvement Specification attached to this Lease as "Exhibit B" and incorporated as if fully set forth.

7. USE: The County covenants and agrees that said the Leased Premises shall be used and occupied by the Montgomery County Government as a driver's lounge, fare media retail sales, and general government office, and for no other purposes. The County shall have the right to occupy and use the Leased Premises 24 hours a day, seven days a week.

8. COUNTY PROPERTY DAMAGE AND LIABILITY INSURANCE:

- A. The County shall obtain and maintain, during the full term of this Lease, and any extension thereof, a policy of commercial general liability insurance with bodily injury limits of \$200,000 (two hundred thousand dollars) for injury (or death) to one person, \$500,000 (five hundred thousand dollars) per occurrence, and property damage insurance with a limit of two hundred thousand dollars (\$200,000). The County shall have the right to self-insure.

These are the maximum limits of liability for which the Montgomery County Self-Insurance Program is responsible, under the Local Government Tort Claims Act, Md. Md. Ann. Code, Cts. & Jud. Proc., § 5-301 *et seq.* (2006 Repl. Vol) as amended.

- B. The County agrees that it will not keep in or upon the Leased Premises any article which may be prohibited by the standard form of fire or hazard insurance policy.
- C. Subject to the limitations stated in paragraph 8 F., below, the County will indemnify Landlord and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence upon or at the Leased Premises, or the occupancy or use by the County of the Leased Premises or any part thereof, or the County's use of the exterior areas provided by Landlord for the comfort and convenience of the County, occasioned wholly or in part, to such extent, by any act or omission of the County, its agents, contractors, or employees, excepting claims arising out of the acts or omissions of the Landlord, the Landlord's agents, and employees. Provided, however, that the Landlord provides notice of claim to the County immediately. The County shall indemnify Landlord against any penalty, damage or charge incurred or imposed by reason of the County's violation of any law or ordinance.

- D. The County further agrees that all personal property in the Leased Premises shall be and remain at the County's sole risk, and Landlord shall not be liable for any damage to or loss of such personal property excepting damage arising out of the acts or omissions of the Landlord, Landlord's agents, contractors or employees.
- E. The County shall deliver to Landlord a certificate of insurance evidencing the coverage hereinabove described within thirty (30) days from execution of this Agreement. The County reserves the right to self-insure.
- F. Any indemnification given by the County in this Lease is subject to the notice requirements and damages limitations stated in the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. § 5-301, *et seq.* (2006 Repl. Vol.) (the "LGTC"); Md. Ann.Code art. 25A, § 1A (2005 Repl. Vol.); and Md. Code Ann., Cts. & Jud. Proc. § 5-509 (2006 Repl. Vol.), (together the "County Indemnification Statutes"), all as amended from time to time.

9. LANDLORD PROPERTY DAMAGE AND LIABILITY INSURANCE:

- A. Landlord shall obtain and maintain, during the full term of this Lease, and any extension thereof, a policy of general liability insurance with limits of one million dollars (\$1,000,000) per occurrence for bodily injury and property damage, including fire legal liability, contractual liability, products and completed operations, personal injury and broad form property damage. Montgomery County must be named as Additional Insured on all liability policies.
- B. Landlord will indemnify the County and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property, business interruption and loss of use arising from or out of any occurrence upon or at the Leased Premises, or the occupancy or use by Landlord of the Leased

Premises or any part thereof including exterior areas, to such extent, by any act or omission of Landlord, its agents, contractors, or employees, excepting claims arising out of the acts or omissions of the County, the County's agents, and employees. Provided, however, that the County provides to Landlord immediate notice of any and all claims under which the County will rely on this indemnification. Landlord shall indemnify the County against any penalty, damage or charge incurred or imposed by reason of Landlord's violation of any law or ordinance.

10. ACCESS: The County will allow Landlord or Landlord's agents to have access to Leased Premises upon reasonable notice, except in the event of emergency to the County and at all reasonable times for the purpose of inspection or in the event of fire or other property damage, or for the purpose of performing any maintenance and repairs.

11. SERVICES: The County shall provide, at its sole cost and expense, all housekeeping, janitorial services, trash, snow and ice removal, pest control, telephone services and payments, and for the repair and maintenance of mechanical, electrical, and plumbing systems and fixtures, and for all routine maintenance and repairs to the Leased Premises. Landlord shall be responsible for major repairs to the mechanical, electrical and plumbing systems. "Major Repair" is defined as any single repair to any of the foregoing building elements that cost in excess of \$3,000.00. Landlord, however, shall not be responsible for any Major Repair if the necessity of such repair is caused by the negligence of the County, or its employees and agents. In the event Landlord fails to respond in a reasonable period of time to correct Major Repair maintenance problems, the County shall have the right to correct these problems and deduct the cost thereof from the rent, provided the Landlord shall have the right to obtain its own cost estimate from a reputable and bondable contractor for the maintenance and repairs identified and corrected by the County. If Landlord's cost estimate is less than the cost incurred by the County, the County may deduct only the amount of the Landlord's cost estimate from the rent.

12. UTILITIES: The County agrees to pay to Landlord, 65% of all electric, gas, and water charges to the building. Landlord shall forward to the County a copy of the monthly statement setting forth the charges for utilities which are defined as electric, gas and water.

13. ALTERATIONS, ADDITIONS AND IMPROVEMENTS:

- A. The County will not make any alterations, additions, or improvements of any kind to the Leased Premises without the Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. The County shall provide Landlord with plans and specifications of said work. The County agrees to reimburse Landlord for all costs incurred by Landlord in reviewing the County's proposed changes or additions and improvements and provided further that, in order to protect the functional integrity of the Building, Landlord shall have the right to approve the County's contractor, and such approval shall not be unreasonably withheld, conditioned or delayed. Upon receipt of Landlord's written approval of the County's plans and specifications, the County may proceed to perform the work at the County's expense, or at the County's option, the County may request that Landlord perform said work at the County's expense and at negotiated prices. The County shall pay for any work performed by Landlord on the County's behalf after inspection by the County and within thirty (30) days from the submission of an invoice by Landlord for work reasonably approved by the County, as additional rent hereunder.
- B. All alterations, additions, or improvements made by either of the Parties upon the Leased Premises shall become the property of the Landlord and shall remain upon and be surrendered with the Leased Premises upon the termination of this Lease unless Landlord requires the County to remove such property at the time Landlord approves installation of such improvements. The County shall, with Landlord's written consent, which shall not be unreasonably withheld, conditioned, or delayed, have the right

to install any furniture or office machinery necessary in the conduct of its business within the Leased Premises, and the same shall remain the Property of the County, and shall be removed by the County upon the termination of this Lease.

- C. Landlord will not approve any construction, alterations or additions requiring unusual expense to readapt the Leased Premises to normal office use upon Lease termination or increase the cost of construction, insurance or taxes on the Building or of Landlord's services called for by this Lease unless the County first gives assurances acceptable to Landlord that such re-adaptation will be made prior to Lease termination without expense to Landlord and makes provisions acceptable to Landlord for payment of such increased cost. All changes and additions shall be part of the Building except such items as by writing at the time of approval the Parties agree shall be removed by the County upon termination of this Lease.

14. NOTICE OF DEFECTS: The County shall provide Landlord with prompt notice of accidents on or damages to the structure, equipment, or fixtures of the Leased Premises, or notice of need for repairs in the roof, plumbing, electric and heating systems, to be remedied by Landlord in accordance with the terms of this Lease.

15. COUNTY'S COVENANTS: The County covenants and agrees:

- A. To pay the rent as provided in the lease to Landlord and until the Lease expiration date or until possession is redelivered to Landlord, if this occurs after the Lease expiration date.
- B. Not to strip or overload, damage or deface the Leased Premises or hallways, stairways, elevators or other approaches thereto.
- C. Not to suffer or permit any trade or occupation to be carried on or use made of the Leased Premises which shall be unlawful, noisy, offensive or

injurious to any person or property, or such as to increase the danger of fire or make void or voidable any insurance on said Building, in Landlord's concern to maintain the first-class business (non-medical, non-lab) nature of the Building.

- D. Not to place upon the interior or exterior of the Building or any window or other part thereof or door of the Leased Premises any placard, sign, covering or drapes, except such and in such place as shall have been first approved by Landlord, which approval shall not be unreasonably conditioned, delayed or withheld. To remove, at the County's expense, any changes or additions not consented to in writing.
- E. To conform to all rules and regulations from time to time established by appropriate insurance rating organizations, and to all reasonable rules and regulations from time to time established by Landlord.
- F. To keep the Leased Premises equipped with all safety appliances required by law or ordinance or any other regulation of any public authority because of any use made by the County and to procure all licenses and permits so required because of such use and, if requested by Landlord, to do any work so required because of such use, it being understood that the foregoing provisions shall not be construed to broaden in any way the County's Permitted Uses.

16. DESTRUCTION OF THE LEASED PREMISES: In the event of damage or destruction of the Leased Premises by fire or any other casualty, this Lease shall not be terminated, but the Leased Premises shall be promptly and fully repaired and restored as the case may be by the Landlord to the extent of Landlord's insurance proceeds provided such repair and or restoration returns the Leased Premises to substantially the condition prior to such damage or destruction. Due allowance, however, shall be given for reasonable time required for adjustment and settlement of insurance claims, and for such other delays as may result from government restrictions, and controls on construction, if any, and for strikes, national emergencies and other conditions beyond the control of the Landlord. It is agreed that in the event of damage or

destruction, this Lease shall continue in full force and effect, except for abatement of rent as provided herein. If the condition is such as to make the entire the Leased Premises untenable, then the rental which the County is obligated to pay hereunder shall abate as of the date of the occurrence until the Leased Premises have been fully restored by the Landlord. Any unpaid or prepaid rent for the month in which said condition occurs shall be prorated and credited or paid to the appropriate party. If the Leased Premises are partially damaged or destroyed, then during the period that the County is deprived of the use of the damaged portion of said the Leased Premises, the County shall be required to pay rental prorated so that the County only pay for that portion of the Leased Premises which continues to be tenantable and appropriate for the County's use. Landlord will proceed at its expense and as expeditiously as may be practicable to repair the damage. Notwithstanding any of the foregoing, in the event of substantial damage or destruction, and Landlord should decide not to repair or restore the Leased Premises or the building, in which event and at Landlord's sole option, Landlord may terminate this Lease forthwith, by giving the County a written notice of its intention to terminate within sixty (60) days after the date of the casualty. No compensation, or claim, or diminution of rent other than as described above will be allowed or paid, by Landlord, by reason of inconvenience, annoyance, or injury to business, arising from the necessity of repairing the Leased Premises or any portion of the Building of which they are a part.

17. DELIVERY OF THE LEASED PREMISES: The County covenants at the expiration or other termination of this Lease, to remove all goods and effects from the Leased Premises not the property of Landlord, and to yield to Landlord the Leased Premises and all keys, locks and other fixtures connected therewith (except trade fixtures and other fixtures belonging to the County), in good repair, order and condition in all respects, reasonable wear and use thereof and damage by fire or other casualty and damage from any risk for which the County is not herein expressly made liable excepted.

18. DEFAULT:

- A. By County: In the event that rent, or any installment thereof, shall remain unpaid after it becomes due and payable, for ten (10) days after written notice to the County for same, or if the County or the County's assigns shall fail or neglect to keep and perform any material terms of this Lease, and such failure or neglect continues for more than thirty (30) days (or such period as may reasonably be required to correct the default with exercise of due diligence,) after written notice to the County from the Landlord specifying the default, then at the option of the Landlord, the Landlord and Landlord's assigns may proceed to recover possession under the laws of the State of Maryland. Landlord may also pursue any rights and remedies available for such default under the laws of the State of Maryland. It is understood, however, that the County shall be entitled to notice, hearing, and opportunity to cure or contest any claimed violations of the foregoing as to the full extent provided by federal, state, or local law.
- B. By Landlord: In the event that the Landlord or his assigns shall fail or neglect to keep and perform any material terms, covenants, conditions, and agreements contained herein, and such failure or neglect is not remedied within thirty (30) days (or such period as either otherwise provided herein on as may reasonably be required to correct the default with exercise of due diligence) after written notice from the County or its assigns specifying the default, then the County or its assigns, at the County's option, may pursue any and all legal remedies available. It is understood, however, that Landlord shall be entitled to notice, hearing and opportunity to cure or contest any claimed violations of the foregoing as to the full extent provided by federal, state or local law.

- C. No default shall be deemed complete unless at the time Landlord or the County seeks to take any action based upon such alleged default the same shall remain uncured by the defaulting party.

19. HOLDOVER: If the County shall hold possession of the Leased Premises after the expiration or termination of this Lease, at Landlord's option (i) the County shall be deemed to be occupying the Leased Premises as a Tenant from month to month, not to exceed a period of 6 months during which time either party may terminate this Lease on thirty (30) days written notice, and will be otherwise subject to all of the terms and conditions of this Lease, or (ii) Landlord may exercise any other remedies it has under this Lease or at law in equity including an action for holding over after the date stipulated in Landlord's notice above.

20. QUIET POSSESSION: Contingent on the performance of all covenants, conditions and agreements to be performed by the County, the County shall at all times during the term of this lease have the peaceable and quiet use, enjoyment, and possession of the Leased Premises for the permitted uses.

21. STATUTORY PROVISIONS: It is understood, agreed and covenanted by and between the Parties that the Landlord and the County, as their interests may appear and at their respective expense, will promptly comply with, observe and perform all of the requirements of all applicable Federal, State, County and Local statutes, ordinances, rules, orders and regulations in effect during the Lease Term.

22. WAIVER: The waiver at any time by the Landlord or the County of any particular covenant or condition of this Lease shall extend to the particular case only, and for the particular time and in the particular manner specified, and such waiver shall not be construed or understood as waiving any further or other rights of any character whatsoever.

23. NON-DISCRIMINATION: Landlord agrees to comply with the non-discrimination policies required by Chapter 27 and 11B-33 of the Montgomery County Code (2004), as amended, as well as all other applicable state and federal laws and regulations regarding discrimination. The Landlord assures the County that in accordance with applicable

law it does not, and agrees that it will not discriminate in any manner on the basis of race, color, religious creed, sex, marital status, national origin, ancestry, disability, sexual orientation or genetic status.

24. NON-APPROPRIATION: This Lease is subject to the appropriation of funds. If funds are not appropriated, for any reason whatsoever, the Lease will automatically terminate on July 1 of the calendar year which the County does not appropriate funds. The County shall give Landlord at least thirty (30) days written notice of the lack of appropriation. The County shall not make or be entitled to any claim for reimbursement of any kind, whether for improvements or prepaid items.

25. CONTRACT SOLICITATION: Landlord represents that it has not retained anyone to solicit or secure this Lease from Montgomery County, Maryland, upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees or bona fide established, licensed commercial selling or leasing agencies maintained by the Landlord for the purpose of securing business or an attorney rendering professional legal service consistent with applicable canons of ethics.

26. PUBLIC EMPLOYMENT: Landlord understands that unless authorized under Chapter 19A and Section 11B-52 of the Montgomery County Code (2004), as amended, it is unlawful for any person transacting business with Montgomery County, Maryland, to employ a public employee for employment contemporaneous with his or her public employment.

27. CONDEMNATION: In the event that the Leased Premises, or any part thereof, or more than twenty-five percent (25%) of the building of which the Leased Premises are a part is taken or condemned for public use or purpose by any competent authority, the County shall have no claim against the Landlord and shall not have any claim or right to any portion of the amount that may be awarded as damages or paid as a result of any such condemnation; and all rights of the County to damages therefore, if any, are hereby assigned by the County to the Landlord. Upon such condemnation or taking, the term of this Lease shall cease and terminate from the date of such governmental taking or condemnation and the County shall have no claim against the Landlord for the value of any unexpired term of this Lease. The foregoing

notwithstanding, the County shall be entitled to claim, prove and receive in the condemnation proceedings such awards as may be allowed for relocation expenses and for fixtures and other equipment installed by the County which shall not, under the terms of this Lease, be or become the property of Landlord at the termination hereof, but only if such an award is made by condemning authorities in addition to and stated separately from the award made for the land and the building or parts thereof so taken.

28. GENERAL PROVISIONS:

- A. Entire Agreement: This Lease contains the entire agreement between the Parties.
- B. This Lease must not be modified in any manner except by an instrument in writing duly executed by the Parties with the same formalities as this Lease.
- C. Rights and Remedies: In addition to any and all rights and remedies specifically mentioned in this Lease, Landlord and the County shall have all rights and remedies granted by Law or in equity. Resort to one remedy shall not be construed as a waiver of any other remedy. Failure by Landlord or the County to resort to any or all of their respective rights or remedies shall not be considered to be a waiver of such rights or remedies, nor to be acquiescence of any party in any action or default.
- D. Governing Law: This Lease shall be governed by and interpreted under the laws of the State of Maryland. If any provision of this Lease shall be finally determined by a Court to be invalid or unenforceable, the remainder of this Lease and any other application of such term shall not be affected thereby.

29. SUBORDINATION: Landlord shall have the absolute right to encumber the Leased Premises set forth in this Lease and the Lease, at the option of Landlord, shall be subordinate to such encumbrance or encumbrances. In the event of a sale or transfer of the title

to the aforesaid land and the Leased Premises, any transferee shall be entitled to have this Lease subordinated to the lien and effect of any first deed of trust or mortgage to secure purchase money. The County agrees to execute subordination documents stating that the Lease is subordinated subject to the conditions in this Paragraph. This Lease is subject and subordinate to all prior recorded encumbrances on the Property. In addition to or instead of a subordination agreement, the Landlord or the Landlord's successor in interest of transfer may request the County execute an Estoppel Certificate in the form attached as Exhibit C and made a part of this Lease.

30. BENEFIT AND BURDEN: The provisions of this Lease shall be binding upon, and shall inure to the benefit of the Parties and their, successors and assigns.

31. WAIVER OF JURY TRIAL: Should any controversy arise between the Parties concerning any of the terms and conditions contained in this Lease, or the payment of rent or additional rent, each of the Parties herein knowingly, voluntarily and intentionally waives its right to a jury trial and freely elects to be tried by a court of competent jurisdiction without a jury located in Montgomery County Maryland.

32. SIGNAGE: All signage, at the County's expense, shall be subject to the County Code and Landlord's approval, which shall not be unreasonably delayed, conditioned, or withheld, except that the landlord may not alter the County's facility's name or the county seal.

33. MAIL NOTICES: All notices required to be given under this Lease must be given by certified or registered mail, postage prepaid, addressed to Parties as provided below. Notice to the respective Parties shall be addressed as follows:

LANDLORD:

Joseph E. Godbout and
Jeanne L. Godbout and
Robert A. Medbery and
Virginia S. Medbery

1112 Wayne Avenue
Silver Spring, Maryland 20910

Tel. # 301- 588-4555
Fax # 301- 588-9044

COUNTY:

Montgomery County Maryland
Office of Real Estate
Monroe Street, 10th Floor
Rockville, Maryland 20850
Attn: Director

Tel. # 240-777-7252
Fax # 240-777-7259

With copy that does not constitute a notice:

Office of the County Attorney for Montgomery County, Maryland
101 Monroe Street, 3rd Floor
Rockville, Maryland 20850
Attn: County Attorney

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have caused this LEASE to be properly executed.

WITNESS: By: Linda Diep

WITNESS: By: Linda Diep

WITNESS: By: Linda Diep

WITNESS: By: [Signature]

WITNESS: By: [Signature]

LANDLORD:

By: [Signature]
JOSEPH E. GODBOUT

Date: June 4, 2007

By: [Signature]
JEANNE L. GODBOUT

Date: June 4, 2007

By: [Signature]
ROBERT A. MEDBERY

Date: June 4, 2007

By: [Signature]
VIRGINIA S. MEDBERY

Date: June 4, 2007

TENANT:
MONTGOMERY COUNTY MARYLAND

By: [Signature]
Assistant Chief Administrative Officer

Date: 6/7/07

APPROVED AS TO FORM & LEGALITY

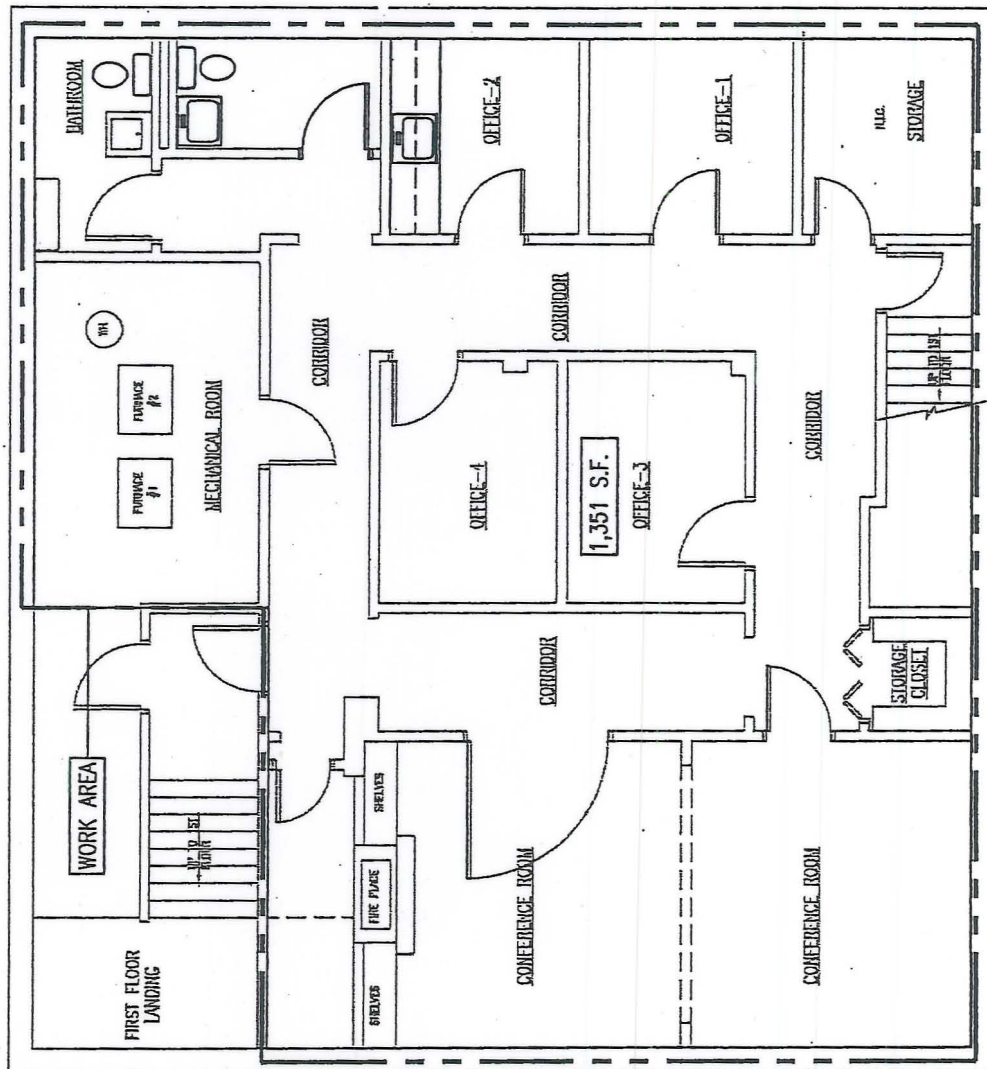
BY: [Signature]

Date: 5/30/2007

RECOMMENDED:

By: [Signature]
Cynthia L. Brenneman, Director
Office of Real Estate

Date: 5/25/07



PROPOSED BASEMENT PLAN ③④

SCALE: ~~1/4" = 1'-0"~~
1/8"

EXHIBIT A 1

PROPOSED FIRST FLOOR PLAN (3) (4)

SCALE: 1/4"=1'-0"

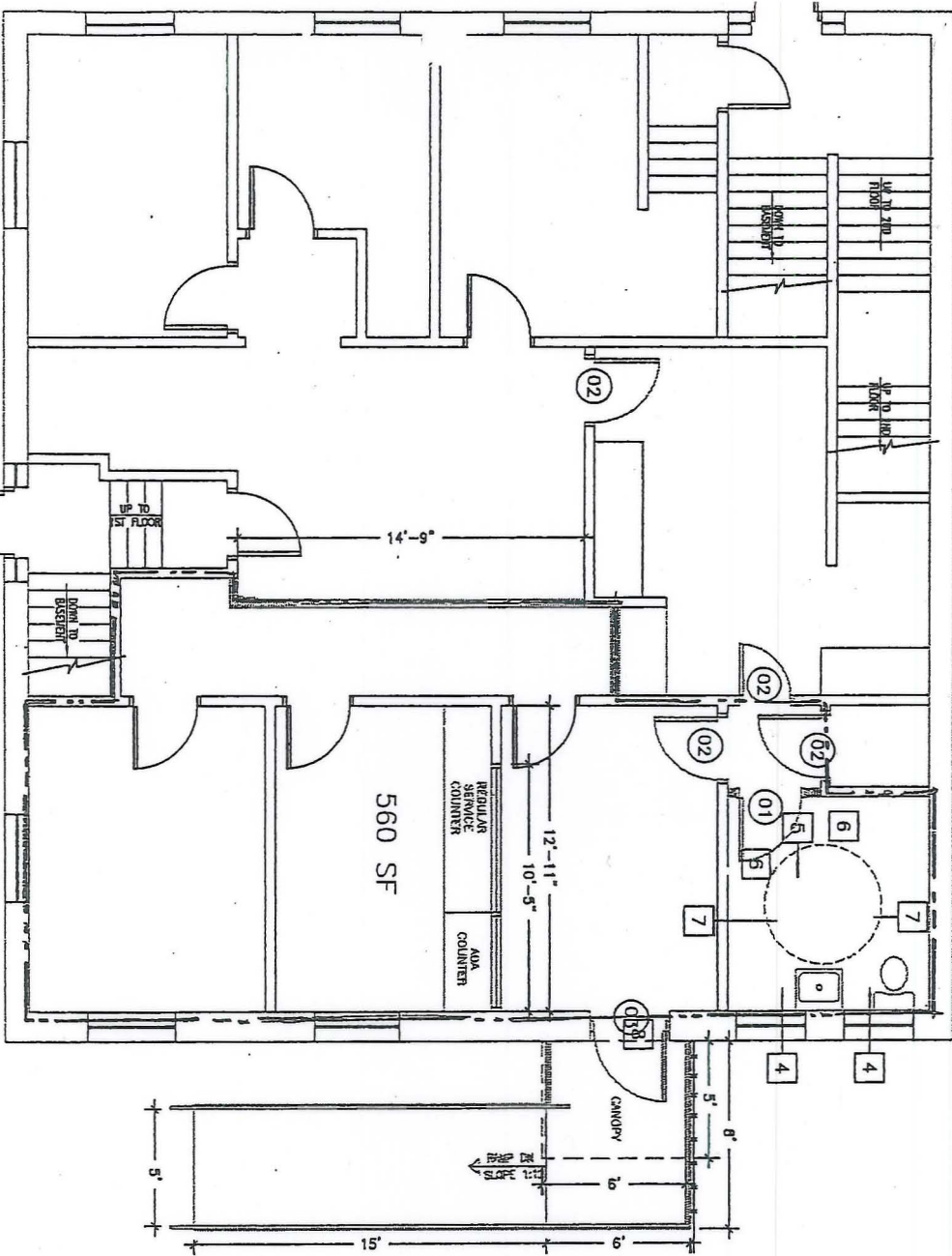


EXHIBIT A 2

EXHIBIT C

TENANT ESTOPPEL CERTIFICATE

To: _____, its successors and/or assigns ("Lender")
_____, its successors and/or assigns ("Purchaser")

Re: Property Address: _____ ("Property")
Lease Date: _____
Between _____ ("Landlord") and
Montgomery County, Maryland ("Tenant")
Square Footage Leased: _____
Suite No./Floor: _____ ("Premises")

Landlord has requested that Tenant provide Landlord with an estoppel certificate as permitted from time to time under the terms of the above-referenced lease ("Lease"). Tenant hereby acknowledges the following:

- (1) The Lease, which includes the Lease and all amendments to the Lease attached as Exhibit "A", is a true, correct, and complete copy of the Lease, as amended; is in full force and effect; and has not been modified, supplemented, or amended in any way other than in writing attached as part of Exhibit A. The Lease as amended in Exhibit A represents the entire agreement between the Landlord and Tenant as to the Premises or any part of the Premises.
- (2) The Lease Term commenced on _____, and terminates on _____. The Lease provides for _____ renewal/extension option(s) of _____ (months/years) each. Tenant has exercised _____ renewal/extension options on the date that this Certificate is issued by Tenant.
- (3) The amount of fixed monthly rent is \$ _____; the monthly common area or other charges are \$ _____. The base year for operating expenses and real estate taxes, as defined in the Lease, is calendar year 200__.
- (4) Tenant paid no security deposit under the terms of the Lease. Tenant has paid rent for the Premises through _____, 200__.
- (5) Tenant currently occupies the Premises.
- (6) All work to be completed by Landlord for the Tenant prior to occupancy has been performed as required and has been accepted by the Tenant (if not, specify what punch list or other items remain to be completed, and the amount budgeted for completion; and any payments, free rent, or other payments, credits, allowances or abatements required to be given by Landlord up to the date of issuance of this Certificate have been credited or paid to Tenant.

- (7) As of the date that this Certificate is issued by Tenant, Tenant has no knowledge of any default by Landlord other than those specified in Exhibit B, attached. As of the date that this Certificate is issued by Tenant, Tenant has no knowledge of any offset, defense, deduction or claim against Landlord other than those listed in Exhibit B, attached.
- (8) Tenant is not in default under the Lease.
- (9) Tenant has not assigned the Lease or sublet all or any portion of the Premises, except as listed in Exhibit C, attached. Any sublease or assignment documents are attached as part of Exhibit C.
- (10) Any notices to be sent to Tenant should be sent in the form required in the Lease to:

Montgomery County, Maryland
Department of Public Works & Transportation
Office of Real Estate
101 Monroe Street, 10th Floor
Rockville, MD 20850
Attn: Director

With a copy that does not constitute notice to:

Office of the County Attorney
101 Monroe Street, 3rd Floor
Rockville, MD 20850
Attn: County Attorney

TENANT:
Montgomery County, Maryland

By: _____

Assistant Chief Administrative Officer